

# **COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**SECURITY CREDIT UNION**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 393, AFL-CIO**  
(Flint and Lapeer Units)

**Effective**

***April 24, 2021 – April 23, 2024***

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## **PREAMBLE**

**THIS AGREEMENT** is entered into this 24 day of April, 2021 by and between **SECURITY CREDIT UNION**, a Michigan non-profit corporation (hereinafter referred to as the "Employer") and **THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 393, AFL-CIO** (hereinafter referred to as the "Union"), who do enter into and make binding the Agreement contained herein.

## **ARTICLE 1 PURPOSE AND INTENT**

SECTION 1: It is the intent and purpose of the parties to promote and improve the labor and economic relations between the Employer and the Union, to establish a specific understanding relative to rates of pay, wages, hours of employment, and other working conditions of employment, and to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement.

SECTION 2: The parties encourage, to the fullest degree, friendly and cooperative relations with honesty and dignity between their respective representatives at all levels and among all employees, and the resolution of all differences in a peaceful and respectful manner.

## **ARTICLE 2 RECOGNITION**

Security Credit Union, hereinafter referred to as the "Employer," recognizes the Office and Professional Employees International Union, Local 393, AFL-CIO, hereinafter referred to as the "Union," as the exclusive representative of all office employees (Tellers, Financial Services Representatives, Communications Center Representatives, ITM Representatives, Operations Support Clerks, Loss Prevention Representatives, Card Services Specialists, Lending Representative, Real Estate Representatives, Information Technology Specialists, and Accounting Clerks) employed by the Employer at the operations, administration, and branch buildings located in Flint Township, Saginaw, Burton, Grand Blanc, Owosso, Lapeer, and Imlay City for the purpose of collective bargaining with respect to the rates of pay, hours of work and other conditions of employment, but excluding all maintenance employees, guards and supervisors as defined by the National Labor Relations Act.

## **ARTICLE 3 NON-DISCRIMINATION**

The Employer and the Union agree that in applying the terms of this Agreement there will be no discrimination against employees in any manner prohibited by law, including, but not limited to, with respect to race, sex, age, religion, national origin, handicap, marital status, political beliefs, union membership status, or sexual orientation, and that such non-discrimination shall apply with regard to hiring, selection, transfer, referral, layoff, termination, hours of work, and any other term or condition of employment whether or not specifically set forth in this Agreement.

## **ARTICLE 4 RESPONSIBILITY OF EMPLOYER**

SECTION 1: The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business of the Credit Union. All management rights and functions, including the right to hire, promote, discharge or discipline for just cause, and maintain discipline and the efficiency of employees, except those rights which are abridged by the Agreement, shall remain the responsibility of the Employer.

SECTION 2: It is recognized by the parties that the Employer is subject to the provisions of the Michigan Credit Union Act MCL 490. 101 et seq, as may be amended, and subject to the regulations of the National Credit Union Administration. Therefore, in the event of a conflict between any term of this Agreement and any one or more provisions of the Michigan Credit Union Act, as it specifically relates to the duties and responsibilities of the Employer under the Act, the parties agree that the Act will control.

## **ARTICLE 5 UNION SECURITY**

SECTION 1: If, during the term of this Agreement, Michigan Public Act 348 is repealed or otherwise nullified by court order or legislation, the parties agree that the provisions of *Article 4, Section 1 of the 2012-2015* collective bargaining agreement shall be reinstated as a part of this Agreement and shall immediately be given full force and effect. At that time, any employees covered by this Agreement who are not paying union dues shall have dues deduction initiated as a condition of employment on the next full pay period following the reinstatement of the aforementioned provision and following the execution of a proper authorization.

SECTION 2: The Employer, and its officers, will not interfere with, discriminate against, restrain or coerce employees because of lawful activity in OPEIU Local 393, AFL- CIO, CLC, nor will it attempt to discourage membership in said local union. The practice of the Employer is to consider all applicants for employment and to consider all employees for placement, training programs, job assignments, transfers, promotions and any other status change, in compliance with Michigan and federal anti-discrimination laws.

SECTION 3: The Employer, when hiring, should give consideration to any laid off OPEIU Local 393, AFL-CIO, CLC members. It will be the responsibility of the bargaining agent to provide the name, address, and telephone number of laid off OPEIU Local 393, AFL-CIO, CLC members who are interested in working for the Employer. Such information may be provided to the Employer at any time. If such information is not made available to the Employer by the Union, the Employer is relieved of any responsibility to consider laid off OPEIU Local 393, AFL-CIO, CLC members for employment. The Employer will determine the desirability and qualifications of such prospective employees, subject to the Union's rights under the grievance procedure.

SECTION 4: All Union employees will be required to use the Union label of OPEIU Local 393, AFL-CIO, CLC.

SECTION 5: Within a reasonable period of time after an employee obtains seniority, the Employer will schedule a joint meeting with a Union Steward for a period not to exceed one (1) hour on the Employer's time, for the purpose of informing the new employee about the terms of the collective bargaining agreement and the Union's procedures. It will be the Union Steward's responsibility to notify the Supervisor that a meeting needs to be scheduled.

**ARTICLE 6  
REPRESENTATION**

- SECTION 1: The bargaining unit employees will select one (1) Steward for each of the Employer's Branches/Offices where bargaining unit employees are working. Said Stewards must be employees of Security Credit Union. The bargaining unit will select one (1) Head Steward out of the selected Stewards, who may be at any Branch/Office. The names of the Stewards will be given, in writing, to the Employer by an officer of OPEIU Local 393, AFL-CIO, CLC.
- SECTION 2: If a Steward is absent for any reason, another bargaining unit employee will be selected by the Steward as a replacement for the duration of the absence or until the Steward returns to work. If a Steward is laid off, discharged, or transferred in line with this Agreement, another bargaining unit employee will be selected to replace the Steward.
- SECTION 3: The Branch/Office Stewards or, in the absence of the Stewards, any selected bargaining unit employee will be responsible to be a witness for the affected employee and will help with any grievances filed at the Branch/Office.

**ARTICLE 7  
PAYROLL DEDUCTIONS FOR UNION DUES**

- SECTION 1: The Employer agrees to deduct from the wages of all employees covered by this Agreement initiation fees and membership dues for the Office and Professional Employees International Union, Local 393, AFL-CIO, CLC, as provided in a written authorization in accordance with the standard form provided by the Union, provided that such forms shall be executed by the employee. Newly hired employees shall be provided with the Dues Authorization form by the Employer within the first full week after beginning employment.
- SECTION 2: Commencing the first full month after either completion of the probationary period, or the employee's activation of union membership, whichever is later, an initiation fee and dues shall be deducted from each covered employee's earnings provided the employee has elected union membership or union dues payment. The dues and fees shall be deducted from the employee's first paycheck of the month following the employee's activation of union membership, and in accordance with the procedures and policies of the Union.
- SECTION 3: The Union shall, thirty (30) days in advance, give written notification to the Employer of any change in the amount of initiation fees and monthly dues.
- SECTION 4: All initiation fees and dues so deducted from the wages of employees covered by this Agreement shall be mailed to the Union's Secretary-Treasurer. Dues shall be remitted monthly under procedures established by the Employer.
- SECTION 5: The Union shall refund to the employee such dues erroneously deducted by the Employer and paid to the Union.
- SECTION 6: In the event that insufficient earnings are available, dues shall be deducted from the first bi-weekly paycheck where there are sufficient earnings.
- SECTION 7: The employer shall deduct from the wages of every employee who submits a voluntary authorization form an amount designated by such employee for contribution to the

OPEIU J.B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same date that employees receive their regular pay.

SECTION 8: Voluntary contributions deducted from employees' pay shall be transmitted to the J.B. Moss VOTE Fund in a check payable to the OPEIU J.B. Moss Voice of the Electorate Fund and forwarded each month by the fifteenth day of the succeeding month to the Secretary-Treasurer of the Office and Professional Employee International Union, AFL-CIO, 265 W. 14th Street, #610, New York, NY, 10011, accompanied by a list of the names of each contributor and the amount of his/her contribution.

## **ARTICLE 8 LABOR-MANAGEMENT MEETINGS**

SECTION 1: Upon request of the Union or Employer, the parties will arrange to meet on matters of mutual interest. Such "labor-management meetings" shall not be scheduled more than once per month, unless upon mutual agreement. An equal number of representatives (not to exceed three (3)) from each party shall attend each labor-management meeting, unless otherwise mutually agreed. Each party is entitled to select their participants for each meeting. Once a meeting is scheduled, it shall not be either canceled or postponed to a later date absent mutual agreement.

SECTION 2: The requesting party shall present an agenda of the matters to be taken up at the labor-management meeting at the time the meeting is requested. The non-requesting party may add items to the agenda within forty-eight (48) hours of receiving the meeting request. The parties shall confine the discussion at the labor-management meeting to matters included in the agenda, unless both parties agree to include other items.

SECTION 3: Labor-management meetings will normally be held within regular working hours. Bargaining unit employees who attend such meeting will not see a reduction in pay, up to one and a half (1.5) hours. If operational needs do not permit the meeting to take place during normal work hours, the parties may agree to meet outside of work hours and Employees will be paid straight time for up to one and a half (1.5) hours of the meeting.

SECTION 4: Recommended Wage Grade Changes. It is not the intent of the Employer to assign principal job duties of a higher paid job classification to employees in a lower paid job classification, or to make changes to job descriptions that transfer principal duties of a higher paid job classification to that of a lower classification. If the Employer makes such changes to job duties or job descriptions, the appropriate wage grade for the classification is a subject that may be included on a labor-management meeting agenda. If a majority of those in attendance at the labor management meeting conclude that changes in job duties of one of the classifications warrants a change in the wage grade, a written recommendation to that effect will be made to the President & CEO, or designee. If the President & CEO, or designee, declines to adopt the recommendation from the labor management meeting, the Union may, within ten (10) days, demand to bargain the applicable wage grade for the substantially redesigned classification.

The parties also recognize that any changes in job duties or job descriptions, even if they do not raise questions of the appropriate wage rate, are appropriate matters for a labor-management meeting.

**ARTICLE 9  
RULES, REGULATIONS, AND POLICIES**

SECTION 1: The Union recognizes the Employer's right to establish reasonable work rules, policies, and regulations, not inconsistent with the terms of this Agreement, for the purpose of maintaining order and discipline. The Employer agrees to provide the Union a minimum of thirty (30) days' notice prior to implementing any new or revised rules, policies, or regulations, along with a copy of the rules. Within five (5) workdays from notification, the Union may request a meeting with the Employer to discuss the proposed new or revised rule, policy, or regulation.

SECTION 2: The meeting shall be held within (10) workdays from the Union's request, unless otherwise mutually agreed to by the parties. If, after the meeting, the Union believes the rule, policy, or regulation is in violation of this Agreement, or otherwise unreasonable on its face, it may grieve the rule, policy, or regulation in accordance with *Article 13 - Grievance Procedure*. The time within which to initiate a grievance begins to run from the date of the above-mentioned meeting. Nothing herein shall be deemed to restrict the Union's right to file a grievance on behalf of its members challenging whether any actual discipline under such rule, policy, or regulation was for just cause.

**ARTICLE 10  
GENERAL DISCIPLINE**

SECTION 1: The employer may issue discipline for just cause. Disciplinary action will generally be progressive in nature in an attempt to correct an employee's behavior or performance by imposing increasingly severe penalties for each infraction. Misconduct may, in and of itself, be serious enough to warrant more severe discipline, up to and including suspension or discharge upon the first occurrence. The employer may issue non-disciplinary coaching prior to implementing any disciplinary action.

The following progression will be used for all discipline other than attendance and tardiness, overages/shortages, and negotiable instruments violations, unless the severity of the offense warrants the imposition of discipline at a higher step.

- Step 1 - Written Warning
- Step 2 - Written Reprimand
- Step 3 - One (1) Day Unpaid Suspension
- Step 4 - Three (3) Day Unpaid Suspension
- Step 5 - Five (5) Day Unpaid Suspension
- Step 6 - Dismissal

SECTION 2: Disciplinary action will usually be administered within ten (10) working days of the supervisor learning about the incident. If more time is needed, the employee and the union representative will be informed by Human Resources that an investigation is still underway and will be provided with an estimated date by which a decision will be made by the Employer.

SECTION 3: Redemption Period.

A. Employees who for six (6) months incur zero (0) additional discipline will remain at the same level of progressive discipline if subsequent progressive discipline is issued.

B. Employees who for twelve (12) months incur zero (0) additional discipline will revert back to Step 1 for purposes of progressive discipline.

SECTION 4: Probationary employees are employed at-will and may be disciplined or terminated without cause and are not subject to the principles of progressive discipline outlined in this Article.

SECTION 5: Reopener. One (1) time during the term of this Agreement, but not earlier than twelve (12) months from the date of execution of this Agreement, the employer may request to reopen this Article and negotiate with the Union regarding this Article. To exercise such right, the employer will provide the Union with thirty (30) days' written notice of its intent to reopen.

## **ARTICLE 11 DISCIPLINE FOR OVERAGES AND SHORTAGES**

SECTION 1: Disciplinary action regarding teller out of balances or violations of the Employer's negotiable instruments policy will be corrective and progressive in nature. Recorded out of balances that total more than \$50 in a sixty-five (65) working day period will be subject to discipline.

Depending on the severity of the offense, progressive discipline will consist of verbal or written warnings, reprimands, suspensions without pay, and discharge as set forth below.

- Step 1 - Written Warning
- Step 2 - Written Reprimand
- Step 3 - One (1) Day Unpaid Suspension
- Step 4- Three (3) Day Unpaid Suspension
- Step 5 - Five (5) Day Unpaid Suspension
- Step 6 - Dismissal

In accordance with the below, steps in the discipline progression will be skipped if the employee's cash drawer is out of balance at the end of the shift or if they violated a negotiable instrument policy and caused a monetary loss to the employer.

- Over \$225- one (1) level of discipline will be skipped
- Over \$500- two (2) levels of discipline will be skipped
- Over \$1000- three (3) levels of discipline will be skipped
- Over \$3000 or two or more incidents of over \$1500 in a period of less than six (6) months – Dismissal

Notwithstanding the above, employees will not receive discipline for teller out of balances where the funds at issue are recovered or the error is otherwise corrected within five (5) business days. In addition, employees will not receive discipline for violations of the negotiable instruments policy where the employer recoups the funds through its loss prevention process.

SECTION 2: Employees who have been subjected to discipline under this Section shall have a redemption period during which an employee may, through consistent accurate balancing, limit the nature of the progressive discipline to which the employee would be otherwise subjected to in the event of a subsequent recorded overage or shortage. The redemption periods/steps under this Section are as follows:



- A. After an instance of a recorded overage or shortage which has resulted in the discipline of an employee, if he/she does not have an incident of a recorded overage or shortage for a period of six (6) consecutive months, the disciplinary action for any subsequent overage or shortage will be at the same level as the prior disciplinary action received by the employee.
- B. After an instance of a recorded overage or shortage which has resulted in the discipline of an employee, if he/she does not have an incident of a recorded overage or shortage for a period of twelve (12) consecutive months, the disciplinary action for any subsequent overage or shortage will revert back to step one (1) of the progressive discipline procedure.

SECTION 3: The Earned Credits policy will apply to the reduction of teller overages or shortages and the associated reduction or elimination of disciplinary action.

SECTION 4: Probationary employees may be disciplined or terminated without cause and are not subject to the principles of progressive discipline outlined in this Article.

SECTION 5: Reopener. One (1) time during the term of this Agreement, but not earlier than twelve (12) months from the date of execution of this Agreement, the Employer may request to reopen this Article and negotiate with the Union regarding this Article. To exercise such right, the Employer will provide the Union with thirty (30) days' written notice of its intent to reopen.

## **ARTICLE 12 ATTENDANCE AND TARDINESS**

SECTION 1: Punctual and regular attendance is an essential responsibility of each employee at Security Credit Union. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees are also expected to remain at work for their entire work schedule. Except as otherwise provided below, late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. Unscheduled absenteeism causes a burden to co-workers, disrupts business operations, and reduces the quality of member service. Therefore, good attendance, punctuality and dependability are required of all employees.

SECTION 2: Attendance Occurrences.

A. Unscheduled Absences.

1. Unscheduled Absences are instances in which the employee fails to work four (4) or more hours of their scheduled shift without receiving prior-approval for the absence. The employer will make every effort to approve an absence when twenty-four (24) hours notice is given.
2. Employees will receive Attendance Occurrence Points for each unscheduled absence in accordance with the following:
  - a. Employees will receive three (3) Attendance Occurrence Points for any unscheduled absence after four (4) in a rolling twelve (12) month period.
  - b. Employees will not receive Attendance Occurrence Points for unscheduled

absence due to the illness of the employee, provided the employee submits a physician statement that includes the date seen, date of illness, and states that the employee was incapable of working.

- c. Employees will not receive Attendance Occurrence Points for unscheduled absences covered by the Family and Medical Leave Act (FMLA), leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA), or other absences protected by law so long as the employee provides the notice required under the circumstances.

**B. Unscheduled Tardiness.**

1. Unscheduled tardiness are instances where, without prior approval from their supervisor, the employee is not at their workstation or other assigned location and prepared to work at the start of their shift, after the end of a break, or after the end of the lunch period.
2. Employees will receive Attendance Occurrence Points for unscheduled tardiness in accordance with the following:
  - a. Employees will receive two (2) Attendance Occurrence Points for any instance of unscheduled tardiness after the first four (4) in a rolling twelve (12) month period.
  - b. Employees will not receive Attendance Occurrence Points for unscheduled tardiness covered by the Family and Medical Leave Act (FMLA), tardiness in accordance with a reasonable accommodation under the Americans with Disabilities Act (ADA), or other tardiness protected by law so long as the employee provides the notice required under the circumstances.

**SECTION 3: Reporting Unscheduled Absences or Unscheduled Tardiness.** Employees should make every reasonable effort to report instances of an unscheduled absence or situations where the employee will be tardy in excess of 15 minutes from their scheduled start time in accordance with the Employer's call-in procedures. Failure to properly report an unscheduled absence or tardiness will result in one (1) Attendance Occurrence Point.

SECTION 4: Discipline Track for Attendance. Attendance Occurrences will not be subject to discipline under *Article 10 - General Discipline*. Rather, the following progression will be used for discipline related to attendance and tardiness:

Progression	Attendance Occurrence Points	Discipline
Step 1	Nine (9) Points	Written Warning
Step 2	Twelve (12) Points	Written Reprimand
Step 3	Fifteen (15) Points	One (1) Day Unpaid Suspension
Step 4	Eighteen (18) Points	Three (3) Day Unpaid Suspension
Step 5	Twenty-one (21) Points	Five (5) Day Unpaid Suspension
Step 6	Twenty-four (24) Points	Dismissal

For purposes of the disciplinary progression, Attendance Occurrences will remain in effect for a rolling twelve (12) month period.

SECTION 5: Employees that do not have any instances of unscheduled absence for a calendar year shall have the equivalent of one day PTO added to their annual amount for the next calendar year.

SECTION 6: SCU reserves the right to terminate any probationary employee who has an absence or tardy that is not pre-approved rather than utilizing the disciplinary progression for attendance.

SECTION 7: Reopener. One (1) time during the term of this Agreement, but not earlier than twelve (12) months from the date of execution of this Agreement, the employer may request to reopen this Article and negotiate with the Union regarding the provisions of this Article. To exercise such right, the employer will provide the Union with thirty (30) days' written notice of its intent to reopen.

### **ARTICLE 13 GRIEVANCE PROCEDURE**

SECTION 1: For purposes of this Article, "working days" means Monday thru Friday.

SECTION 2: If a grievance concerns an individual the Union shall initiate the grievance at Section 9, Step 1.

If a grievance concerns a group of employees, the bargaining unit as a whole, a suspension or discharge, or does not involve a supervisor, the Union shall initiate the grievance at Section, 9 Step 3, within five (5) working days after reasonable discovery of the events giving rise to the grievance, or the actual date the Employer takes action, whichever is later.

SECTION 3: Any written grievance, answer, or other written response required or permitted by this Article shall be personally delivered to, and signed for by, or sent via email and electronically signed or confirmed as received by, the representative of the other party identified in this Article.

SECTION 4: If the Union does not initiate, take to the next step, or appeal a grievance within the time limits specified in this Article, the grievance shall be considered settled on the basis of the last answer provided by the Employer.

If the Employer does not initiate or answer a grievance within the time limits specified in

this Article, the grievance shall be considered settled based upon the Union's last recommended remedy. Time limits may be extended by the Union and the Employer by mutual agreement in writing.

- SECTION 5: Employees being talked to concerning disciplinary action shall be entitled to Union representation during the interview, unless declined by the Employee. The interview will be held in a private office, and whether called or not, the Union Steward will be notified, in writing, of any disciplinary action against any employee within twenty-four (24) hours of the interview. Grievances concerning disciplinary action must be filed within five (5) working days following receipt of the twenty-four (24) hour notice of discipline.
- SECTION 6: The Union Steward may have assistance at all times when discussing any grievance governed by this Agreement with the Employer or any of its officers. The assistance will come from either another Union Steward or the grievant through Section 9, Step 3 of the grievance procedure. After Section 9, Step 3 the assistance will be provided by another Steward unless the parties agree otherwise. The Employer may also have assistance when a grievance is being discussed.
- SECTION 7: The Employer will grant reasonable time off with pay to a Union Steward during their regular scheduled working hours for investigation of grievances, investigation of matters that may lead to a grievance, and to meet with management of the Employer to adjust grievances through Step 3 of the grievance procedure. If the Union Steward must leave his/her department to investigate a grievance, he/she will request such investigation time through his/her supervisor, or the office of Human Resources, which request shall not be unreasonably denied. As soon as possible after such time is requested, the supervisor or the office of Human Resources will notify the Steward and arrangements will be made for the Union Steward to conduct the requested investigation. When requested by the Union, the Employer will provide a private location with a telephone for the purpose of grievance investigations.
- SECTION 8: The Employer will provide the Union with a two-drawer lockable file cabinet at the branch/office of the Head Steward, to be used for the purpose of storing and securing Union business documents and material. The Union may, at its own expense, provide one (1) two-drawer lockable file cabinet for Union use at each other branch/office where Stewards are located.
- SECTION 9: Except as otherwise provided in the Article, all grievances shall be processed in the following manner.

### **Step 1**

Any employee having a grievance must first discuss the matter with their immediate supervisor. The failure of the employee to discuss the grievance with the immediate supervisor shall bar further processing of the grievance by either the Union or the employee until this step is completed. If the matter is not resolved during this meeting, the employee may request a meeting with their Union Steward by notifying their immediate supervisor of such request. The supervisor will contact the Union Steward without undue delay and arrange a meeting between the employee and the Union Steward to discuss the grievance. If necessary, after the meeting the Steward may arrange a meeting between the employee, the Union Steward, and the supervisor to further discuss the grievance.

## **Step 2**

If the grievance is not satisfactorily resolved in Step 1, it shall be reduced to writing and presented to the grievant's immediate supervisor within five (5) working days of the meeting between the grievant and the supervisor, or the date of the alleged violation, whichever is later. The Employer's liability for back pay is limited to thirty (30) calendar days preceding the date the grievance is first filed. The immediate supervisor shall submit a written answer to the grievance within five (5) working days after the grievance is received.

## **Step 3**

If the grievance is not satisfactorily resolved in Step 2, the grievance may be appealed by the Union by submitting the written grievance to Human Resources or its designee within five (5) working days after the date of the supervisor's response to the grievance in Step 2. The Union and Human Resources will schedule a meeting to discuss the grievance within five (5) working days following the appeal of the Step 2 decision. At the time of the meeting, the Union and the Employer shall exchange information and documents which support the grievance or the supervisor's response to the grievance. Human Resources or its designee shall give the Union a written answer to the grievance within five (5) working days following such meeting.

## **Step 4**

If the grievance is not satisfactorily resolved in Step 3, either party may, within five (5) working days of the Employer's Step 3 response, request non-binding mediation through the Federal Mediation and Conciliation Service. The requesting party shall also provide notice in writing or via email to the other party of the request for mediation. Each party shall notify the other of the individual representatives who will attend the Step 4 mediation meeting. Any grievance settlement reached shall be reduced to writing and signed by the parties. If the parties are unable to settle the grievance, the Employer shall give the Union a written answer to the grievance within five (5) working days of such meeting.

## **Step 5**

- A. If the grievance is not satisfactorily resolved in Step 4, or in Step 3 if neither party requests a Step 4 mediation meeting, either party shall have thirty (30) calendar days after the Employer's last response to appeal to arbitration. The party requesting arbitration shall give written or e-mail notice to the next arbitrator on the arbitration panel and to the other party within the thirty (30) calendar day arbitration appeal period.
- B. The Union and the Employer have established an arbitration panel consisting of the following five (5) agreed-upon arbitrators for the purpose of hearing grievance arbitration cases brought under this provision.

Deb Brodsky  
Paul Glendon  
Patrick McDonald  
Mario Chiesa  
Kathryn VanDagens

The parties agree that they will act reasonably and in good faith to fill vacancies, should an arbitrator be removed, or otherwise become unavailable to continue on the panel. If the parties cannot agree on a replacement arbitrator to serve on the panel, a list of seven (7) names will be requested from the Federal Mediation and Conciliation

Service. If the parties cannot mutually agree on an arbitrator, they will alternatively strike names from the list until one (1) remains who will serve as the replacement arbitrator on the panel. The party who may exercise the first strike will alternate with the first such strike being decided by coin toss.

- C. Each arbitrator on the panel shall be assigned a grievance case on a rotating basis, starting with the first arbitrator listed on the panel. If an arbitrator on the panel is not able to hear a grievance arbitration case as prescribed under this Agreement, the next arbitrator on the list shall be assigned the case. If the parties settle the grievance at or prior to the scheduled arbitration hearing, the selected arbitrator shall be deemed to have been assigned the case for purposes of rotation. No more than one (1) time in any two (2) year period, either party may remove a name of an arbitrator from the list with a written notice to the other party at least ten (10) days before the date of removal, provided that the arbitrator to be removed is not currently assigned to hear a grievance.
- D. The parties can mutually agree to replace an arbitrator at any time. All arbitration hearings shall be conducted in accordance with the rules and regulations of the "FMCS" Federal Mediation Conciliation Service. The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be split equally between the Union and the Employer. Each party shall be responsible for its costs, including those for counsel and witnesses. The arbitrator shall have no power to add to, subtract from, alter, amend, or change any provisions of this Agreement, or violate any State or Federal law or regulation.

#### **ARTICLE 14 SENIORITY**

SECTION 1: All new full-time employees shall be required to serve a probationary period of one hundred twenty (120) calendar days, and all new part-time employees shall be required to serve a probationary period of four hundred fifty-two (452) hours, during which time such employees are employed at the will of the Employer without any rights under *Article 13 - Grievance Procedure*. Upon completion of the probationary period, the employee's seniority shall date back to the original date of hire. All new employees must be able to qualify for a surety bond.

SECTION 2: All employees except temporary help shall be included on the seniority list.

SECTION 3: Seniority shall be broken for any of the following reasons:

- A. If the employee quits;
- B. If the employee is discharged for just cause;
- C. If the employee is absent three (3) scheduled working days without properly notifying the Employer, unless a satisfactory reason is given;
- D. If the employee fails to report to work within three (3) scheduled working days after the expiration date of a leave of absence, unless a satisfactory reason is given;
- E. If the employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff;
- F. If the employee fails to qualify for Surety Bond; or
- G. If within eighteen (18) months of employment, the Employer finds the employee falsified their employment application.

SECTION 4: There shall be one (1) seniority list, and all employees shall be included on it. This list

will be divided into two (2) categories, each category in seniority order. There shall be one (1) category for each of the following groups of bargaining unit employees:

- A. All Branch/Office – Full-time and Part-time Employees
- B. Information Technology – Full-time and Part-time Employees

SECTION 5: The Employer will have the right to employ seven (7) temporary part-time employees. Temporary employees will not be members of the bargaining unit covered by the terms of this Agreement, or represented by the Union, unless the temporary employees work more than five hundred sixty (560) hours per calendar year, or unless the temporary employee is transferred to an open position within the bargaining unit. If a temporary employee works five hundred sixty (560) hours, the employee will become a member of the bargaining unit with their seniority date being the date of hire. If a temporary employee is transferred to an open position within the bargaining unit prior to being laid off, all hours worked will be credited toward their seniority. When their work schedules permit, part-time employees will be offered the opportunity to work hours which would be normally assigned to temporary employees. In no event will a temporary employee displace a non-probationary Employee.

## **ARTICLE 15 RATIO OF PART-TIME TO FULL-TIME EMPLOYEES**

SECTION 1: The ratio of part-time employees to full-time employees will not exceed forty percent (40%) of the bargaining unit workforce.

SECTION 2: Part-time employees on a leave of absence of thirty (30) calendar days or more may be temporarily replaced by the Employer after thirty (30) calendar days of absence and shall not count for purposes of calculating the part-time to full-time employee ratio under this Section.

Full-time employees who are changed to part-time status, whether voluntarily or involuntarily after ratification of this Agreement, and who continue such part-time status for a period of ninety (90) calendar days, shall only be entitled to those benefits specifically provided to part-time employees under the terms of this Agreement. With the exception that healthcare insurance coverage will be provided and fully paid by the Employer while such employee is on part-time status for a period of six (6) calendar months. For full-time to part-time status changes, the Employer shall first seek volunteers in order of seniority, high to low, and if there are an insufficient number of volunteers, any involuntary status changes from full to part-time shall be in inverse order of seniority. Employees who return to full-time status must work on a full-time basis for at least thirty (30) calendar days, otherwise, they will be deemed to have continued their previous part-time status for purposes of this provision. Employees who return to full-time status shall have full-time benefits restored retroactively to the date they commenced full-time work after working on a full-time basis for at least thirty (30) calendar days.

## **ARTICLE 16 JOB DESCRIPTIONS**

The Employer will provide the Union, upon request, with copies of current job descriptions for all bargaining unit job classifications, along with any amendments, revisions or updates to same. The job description for each job classification will include the minimum qualifications required for the position. Each bargaining unit employee, upon request, will be provided with the current job description for his/her job classification.

## **ARTICLE 17 BARGAINING UNIT WORK**

SECTION 1: It is not the intent of the Employer to have salaried employees do bargaining unit work. However, when emergency situations do occur, in order to make sure the membership of the Credit Union receives the best service at all times, bargaining unit employees from other Departments will be made available by the supervisors until the emergency is resolved. Salaried employees will be allowed to assist only after all bargaining unit employees, capable of resolving the emergency, have been pulled from their regular jobs.

Salaried employees shall not perform bargaining unit work on a regular basis, but may perform job functions or work customarily performed by the bargaining unit during peak periods, or when the Employer experiences employee absences due to call ins. Salaried employees in the Accounting and Information Technology departments may perform job functions or work customarily performed by members of the bargaining unit under normal circumstances.

If a salaried employee performs bargaining unit work in violation of the above, the appropriate bargaining unit employee with the lowest equalization of overtime hours will be paid for all hours the salaried employee has performed bargaining unit work.

SECTION 2: Salaried employees will not assume duties assigned to bargaining unit employees when such action would result in the loss of regular work or earnings on the part of the bargaining unit employees. ACH receipt/share draft processing and General Ledger reconciliation duties may be done by a salaried employee, but will not directly result in the displacement of an employee, loss of a position, layoff, or non-overtime earnings on the part of the employees.

SECTION 3: It is recognized that from time to time there will not be regularly scheduled supervision and that bargaining unit employees will be expected to open and close their department and/or branch office, and to perform other related duties normally performed by a supervisor.

SECTION 4: No employee shall be required to perform janitorial work unless hired to do same.

## **ARTICLE 18 OUTSOURCING**

SECTION 1: The Employer will make every effort to avoid the outsourcing of bargaining unit work.

SECTION 2: In the event that the Employer is considering the outsourcing of bargaining unit work, it will provide at least thirty (30) days advance written notice to the Union and the Chief Steward, of its need to outsource bargaining unit work, including the reasons for the



proposed outsourcing.

SECTION 3: Upon demand by the Union, the parties will schedule a meeting within ten (10) days between Management, the Union, the Chief Steward, and such other Stewards as may be available without affecting the Employer's operations, and an hourly employee from the affected department (unless the Chief Steward or another Steward work in the affected department), to begin bargaining over the proposed outsourcing. If the Union does not request a meeting within five (5) working days of notification, the Employer shall proceed with the outsourcing proposal.

## **ARTICLE 19 LAYOFF AND RECALL**

SECTION 1: In the event of a need to reduce staff, employees shall receive one (1) week's notice or the equivalent in pay if employed for a continuous period of one (1) year or more.

SECTION 2: "Department" as used in this Article is defined *Article 20 – Job Bidding/Transfers, Section 6*.

SECTION 3: In the event of a permanent layoff or staff reduction the Employer shall create two seniority lists; one with Information Technology employees and one with all other bargaining unit employees. The lists shall contain the names, positions, and departments of all employees by seniority order. Voluntary layoffs shall be granted in order of seniority high to low for the affected position within a department. In the event there are insufficient volunteers, involuntary layoffs shall be in reverse order of seniority for the affected position within a department, on the respective lists, and in accordance with the following order:

- A. Temporary Employees
- B. Probationary Employees
- C. Non-probationary Employees

SECTION 4: Bumping Rights. In accordance with the following, non-probationary employees who are identified for an involuntary layoff may bump into a different position in their department or into another department. However, for any rounds of bumping Information Technology employees may not bump into other departments and employees outside of Information Technology may not bump into the Information Technology department.

### *First Round Bumping*

A non-probationary employee identified for layoff in accordance with Section 3, above, may voluntarily accept the layoff, or bump the lowest senior employee from another department, provided they have more seniority than the employee they wish to bump and so long as they meet the minimum qualifications for the position and have the skills and ability necessary to perform the available work within a fourteen (14) day training period.

### *Second Round Bumping*

A non-probationary employee bumped via First Round Bumping may voluntarily accept the layoff or bump the lowest senior employee from another department, provided they have more seniority than the employee they wish to bump and so long as they meet the minimum qualifications for the position and have the skills and ability necessary to perform the available work within a fourteen (14) day training period.

*Third Round Bumping*

A non-probationary employee bumped via Second Round Bumping may voluntarily accept the layoff or bump the lowest senior employee in the bargaining unit so long as they meet the minimum qualifications for the position and have the skills and ability necessary to perform the available work within a fourteen (14) day training period. If the lowest senior employee in the bargaining unit is bumped, they will be placed on layoff.

Non-probationary full-time employees will not be required to accept temporary or part-time work to retain their seniority in a reduction in force.

- SECTION 5: Temporary Layoffs. Temporary layoffs shall not exceed a period of twenty-eight (28) calendar days absent mutual agreement between the Employer and Union and shall be administered by position within a department based on seniority, Voluntary layoffs shall be in order of seniority, high to low, within the department provided the remaining employees are capable of performing the work. However, if the two most senior employees in a department accept a layoff, the next highest senior in the department may not volunteer for a layoff. Involuntary layoffs shall be in inverse order of seniority within the department. In the event the parties agree to extend a temporary layoff, any higher seniority employee who volunteered for the layoff shall be recalled to work at his or her request at the completion of each twenty-eight (28) day period. At that time, another higher seniority employee may accept a voluntary layoff, or the lowest senior employee may be involuntarily laid off.
- SECTION 6: Reduction in Force Vacancies. In the event of a reduction in force, the Employer may, at its discretion, transfer the lowest non-teller seniority employees to teller positions. Any non-Teller vacant positions shall be posted and filled in accordance with the job bidding process outlined in *Article 20 – Job Bidding/Transfers*. Absent a sufficient number of qualified applicants for the posted vacant positions, the Employer may involuntarily transfer the lowest senior employee in the department to fill such vacancies.
- SECTION 7: Employees will be recalled from layoff in line with seniority in reverse order of the layoff. In the event a laid off employee declines reinstatement or recall from layoff or does not return to work on the date that he/she has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned or quit his/her employment, and the Employer's employment obligation to such laid off employee shall cease.
- SECTION 8: Employees on layoff shall notify Human Resources of any change of address and telephone number in order to afford the Employer the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of his/her right to recall. In the event that a laid off employee finds other gainful employment and would not accept a recall from layoff, the employee shall notify the Human Resources, in writing, and their name shall be withdrawn from the recall roster.
- SECTION 9: If an employee on layoff fails to notify Human Resources of any change of address and telephone number in order to afford the Employer the ability to notify said employee of recall, the employee waives his/her right to recall, unless the employee provides the Employer with the correct address and telephone information prior to the Employer's notice of recall. The Employer shall first attempt to provide notice of recall from layoff by telephone. If the employee cannot be reached by telephone after a reasonable attempt, the employee will be notified by certified mail, return receipt requested, restricted delivery, to the employee's last known address, at least two (2) weeks prior to the date that the employee is scheduled to return to work. The employee will have ninety-six (96) hours from the day the recall notice is mailed to contact Human Resources to accept the

recall. A copy of all notices of recall shall be provided by the Employer to the Union.

**ARTICLE 20  
JOB BIDDING/TRANSFERS**

SECTION 1: In the selection of employees for a job opening, employees with the highest seniority who meet the minimum qualifications for the position will be given preference when ability and capacity to perform the work available are equal.

- A. All office employees, as outlined in *Article 14 - Seniority, Section 4* in category 1 of the seniority list, are eligible to bid into posted positions with no loss to seniority due to change in status (i.e. full-time to part-time or part-time to full-time).
- B. Information Technology employees are not eligible for job bidding/transfers into any other positions, other than Information Technology, under this Agreement.

SECTION 2: Employees will have a training period as described in the established training manual of each department unless the parties mutually agree to extend such period.

SECTION 3: Job bidding under this Section shall be subject to the following:

- A. Employees receiving disciplinary time off during the previous nine (9) months shall not be eligible for such transfers regardless of seniority or qualifications.
- B. An employee that does not successfully complete training for the position for which he/she has been selected, shall be returned to his/her former position. Reasons why the employee did not qualify for the position will be provided to the employee by the Employer.
- C. If an employee decides not to remain in the new position, he/she shall be allowed to bid for another open position, or if no positions are available, shall be placed in a position at the discretion of the Employer.
- D. During the training period a transferred employee who takes a leave of absence for forty-two (42) calendar days or more shall be returned to their former position and the next qualified person on the list shall be given the position.
- E. When an employee transfers to a higher wage rated job, the job rate will be paid when, at the Employer's discretion, the employee performs the job in a satisfactory manner, or within sixty (60) working days, whichever is earlier.

SECTION 4: Employees who have bid for and accepted positions, but have not held the position during the five (5) years immediately preceding the bid, shall be entitled to a one (1) day orientation period.

If applicable, the orientation will be held at the employee's current office location.

SECTION 5: At the expiration of the posting, the employee awarded the job will be required to sign an acceptance or non-acceptance of the position. The employee may waive any portion of the orientation period as outlined in Section 4 of this Article. Whether or not the employee takes the orientation period, acceptance of the position counts as a bid.

SECTION 6: Departments established for the purpose of job bidding only are: Accounting, Branch

locations (both Tellers and Member Services) covered by this Agreement, Card Services, Communication Center, ITM, Lending, Loss Prevention, Operations Support, Real Estate, or any future reclassification or newly created department. IT shall be a separate department for purpose of job bidding.

SECTION 7: When a job opening occurs within the bargaining unit, or when a new bargaining unit position is created, the Employer shall post an electronic notice for a period of three (3) working days (Monday thru Friday) announcing the vacancy. Non-probationary employees must apply for the open or new position within the three (3) day posting period. Job postings shall be subject to the following:

- A. Non-probationary employees on vacation will be given an opportunity to bid for a posted position upon returning to work.
- B. Employees on leave of absence of forty-two (42) calendar days or less shall be notified by telephone, speaking directly to the employee, or certified mail, return receipt requested, restricted delivery, to the employee's last known address. A copy of all notices shall be provided by the Employer to the Union.

Employees on leave of absence in excess of forty-two (42) calendar days shall not receive notice of posted positions.

- C. It is understood that an employee bidding into a new position and/or a newly created position and/or a reclassification position may not move into said position until necessary training for their current position has been completed. The necessary training will be conducted within a reasonable time after the position is awarded.
- D. To accommodate operations and member services, it is understood that during the posting and selection process, the Employer may fill job vacancies by temporary assignment.
- E. If an Employee does not successfully complete training for the position for which he/she bid, then the next highest non-probationary employee on the list who meets the minimum qualifications for the position will be selected when the ability and capacity to do the work are equal.

SECTION 8: Employees being transferred to a different office, except by mutual agreement, will have the lowest seniority and must be capable of performing the job in the affected department. Head classification employees are exempt, except by mutual agreement of the Employer and the Union, from transfers to a different office. Nothing in this Section will prevent employees, (including Head classifications) from being scheduled in the rotation for Saturday hours, unless specified in *Article 22 – Hours of Work and Lunch Hours* of this Agreement.

SECTION 9: Temporary transfers may be made for a period not to exceed forty-two (42) calendar days. A temporary transfer form must be submitted upon the time of the transfer. If there are no volunteers from the affected department the lowest non-probationary employee in the department will be transferred subject to the following:

- A. Temporary transfers to cover leaves of absence may be made by the Employer for the period of the leave.
- B. Temporary transfer openings to other departments, caused by a leave of absence,

will be posted for bidding when reasonably possible. Only employees within the affected department will be eligible to bid for these openings.

- C. Head classification employees are exempt except by mutual agreement of the Employer and the Union. Nothing in this Section will prevent Head classification employees from being scheduled in the rotation for Saturday hours, unless specified in *Article 22 – Hours of Work and Lunch Hours* of this Agreement.

## **ARTICLE 21 LEAVES OF ABSENCE**

### **SECTION 1: Sick/Injury Leave.**

Any employee who is known to be ill supported by satisfactory evidence will be granted sick leave automatically based on that evidence. If the illness continues, sick leave shall be extended based on providing additional evidence, and will be terminated when the employee is off for a continuous period equal to the seniority the employee had acquired at the time such sick leave began or thirty-six (36) months, whichever is less. Seniority will accumulate during such leave provided the employee returns to work before their seniority is broken. The above restrictions governing the length of time an employee may be on sick leave shall apply only to those individuals who began their sick leave after the date this Agreement is executed. All sick leaves that began prior to the date this Agreement is executed will fall under the restrictions specified in the Agreement in effect on the date the leave began.

- A. The Employer may, where a question of the medical condition of an employee or the ability to perform work duties exists, require that the employee submit to a medical examination by a doctor chosen by the Employer and at the Employer's expense. In the event the results of this examination are disputed by the employee's doctor, a third examination will be done by a doctor mutually agreed upon by the credit union and the Union and all parties agree to accept the results of that third examination. That third examination shall be paid for at the Employer's expense.
- B. In compensable injury and/or legal occupational disease cases, sick leave will be granted automatically, and seniority will accumulate for the full period of legal temporary disability.
- C. In the event an employee receives sickness and/or disability insurance for which the Employer has paid the premiums, or contributed thereto, time so compensated shall not be considered as paid sick leave nor shall time be otherwise compensated for by the Employer.
- D. All accrued and unused PTO hours in accordance with *Article 24 - Paid Time Off* will be allocated and paid either before an unpaid sick/injury leave begins or to cover the elimination period under the disability insurance policy; provided, the employee may elect to retain up to fifty-four (54) accrued hours of PTO for full-time employees and thirty-two (32) accrued hours of PTO for part-time employees.

After calculating the hours earned and proper administrative steps have been taken, these hours will be paid in one (1) payment through normal payroll processing as soon as practical by Human Resources.

Tax withholdings and all deductions will be made within labor laws, IRS taxing rules,

court orders and the current Labor Agreement.

This will not in any way affect the employees Leave of Absence benefits that the employees are entitled to under the current OPEIU Local 393, AFL-CIO, CLC Labor Agreement.

SECTION 2: Informal Leave of Absence.

A leave of absence may be granted for personal reasons by the Employer for a period not to exceed thirty (30) days upon application of the employee to the Employer. Seniority shall accumulate during such leave. No employee shall be entitled to more than one (1) such leave in any one (1) year.

SECTION 3: Formal Leave of Absence.

A leave of absence may be granted for personal reasons not to exceed ninety (90) days upon application of the employee to the Employer. Seniority shall accumulate during such leave. No employee shall be entitled to more than one (1) such leave in any one (1) year.

SECTION 4: Educational Leave.

Employees with one (1) year of seniority may request an Education Leave which may be granted for a period of one (1) year; upon application to and approval of Management, providing a full class load is carried. Seniority will accumulate during such leaves. Education leaves may be extended beyond one (1) year upon the approval of the Employer.

SECTION 5: Leave of Absence for Union Activity.

- A. Any employee elected to a permanent office in, or as a delegate to a labor organization necessitating a leave of absence not exceeding one (1) year shall accumulate seniority. Such leaves of absence shall be granted when requested in writing by the President or Vice President of OPEIU Local 393, AFL-CIO, CLC.
- B. Upon written request of the President of OPEIU Local 393, AFL-CIO, CLC, up to four (4) employees may be off without pay with two (2) working days (Monday thru Friday) notice and the consent of the Employer. The Employer shall not unreasonably withhold consent.

SECTION 6: Other Leaves of Absence.

A leave of absence shall be granted to any employee elected or appointed to any full-time public office. Seniority shall accumulate during such leave.

SECTION 7: All of the above leaves of absence are granted subject to the following conditions:

- A. All leaves must be granted in writing and signed by the Management of the Employer, one (1) copy to be given to the Employer, one (1) to the Union Steward, and one (1) to the employee involved.
- B. Any employee on leave may return to work in line with his/her seniority upon expiration date of the leave or before, provided not less than ten (10) working days (Monday thru Friday) notice is given to the Employer.
- C. In no case shall a leave of absence be held valid if an employee accepts work from another employer during the time of such leave unless mutually agreed upon between the Employer and the employee before such leave starts.
- D. Any employee who has been granted a leave of absence will be returned to their regular job at the current rate of pay on return to work. Any employee who performed the job of an employee on leave will be returned to his/her previous job, etc.
- E. Employees returning to work from an extended leave of one (1) year or more will be given work at the discretion of the Employer with no loss of seniority.

SECTION 8: Military Leave.

An unpaid leave of absence, not to exceed five (5) years, will be granted in accordance with any applicable Michigan or federal statutes upon reasonable notification to Employer.

SECTION 9: Family and Medical Leave ("FMLA").

The Employer and employees shall abide by the terms and conditions of the Family and Medical Leave Act (FMLA) of 1993 and as periodically amended. The following represents the current terms and provisions of the FMLA.

- A. Eligible employees will be provided leaves of absence in accordance with the Family and Medical Leave Act ("FMLA"). To be eligible, the employee must have worked for the Employer for at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours in the rolling twelve (12) month period preceding the request for leave.
- B. An FMLA leave of absence will be granted for the following reasons:
  - 1. Birth of a son or daughter;
  - 2. Placement of a son or daughter with the employee for adoption or foster care;
  - 3. To care for the spouse, son, daughter or parent of an employee who has a serious health condition;
  - 4. Due to the serious health condition of the employee that makes him/her unable to perform the functions of his/her job.
  - 5. Qualifying Exigency Leave. Families will be able to take up to twelve (12) weeks

of FMLA leave to manage their affairs for deployment related reasons, including A) short-notice deployment, B) military events and related activities, C) child care and school activities, D) financial and legal arrangements, E) counseling, F) rest and rehabilitation, G) post-deployment activities and H) additional activities where the Employer and employee agree to the leave. Exigency leave is not available to families of active duty service members who are in the regular Armed Forces.

6. Caregiver Leave. Spouses, parents, siblings, children or "next of kin" can take up to twenty-six (26) weeks of FMLA leave to care for a seriously injured or disabled service member. This applies to service members in the regular Armed Forces as well as the National Guard and reserve units.
- C. With the exception of #6 above, an eligible employee will be granted up to twelve (12) work weeks of unpaid FMLA leave during any rolling twelve (12) month period.
- D. When the need for an FMLA leave is foreseeable, the employee must provide at least thirty (30) days' advance written notice of the need for the leave and the employee is required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the Employer. If the need for an FMLA leave is not foreseeable or if it is not possible to provide the full thirty (30) days' advance notice, the employee must provide as much advance notice as practical under the circumstances.
- E. Employees requesting an FMLA leave due to a serious health condition under Section B(3) or B(4) above, including intermittent or reduced schedule leaves, must provide certification of the serious health condition of the employee or eligible family member. Such certification shall be on the form approved by the U.S. Department of Labor. Periodic recertification may be requested by the Employer as provided in the FMLA.
- F. The Employer has the right to obtain a second opinion, at the Employer's expense, if it questions the need for an FMLA leave or the adequacy of the medical certification. If the Employer's health care provider disagrees with the medical certification completed by the employee's health care provider, the Employer may request a third opinion from a health care provider mutually agreed upon by the employee and the Employer. The third opinion shall be paid for by the Employer and will be final and binding on the parties. If these medical examinations occur during the employee's normal working hours, they shall be without loss of pay.
- G. When both spouses work for the Employer, they will be allowed a total of twelve (12) weeks between them to take an FMLA leave to care for a son, daughter or parent.
- H. The employee will continue to accrue seniority during the period of FMLA leave. The employee will not accrue PTO during the period of the leave. All accrued and unused PTO hours will be allocated and paid before the unpaid portion of the FMLA leave begins; provided, the employee may elect to retain up to fifty-four (54) accrued hours of PTO for full-time employees and thirty-two (32) accrued hours of PTO for part-time employees. Employees on a FMLA leave due to their own serious health condition shall only be subject to the terms, provisions, and conditions that apply to employees on a sick/injury leave, unless the FMLA leave provides the employee with an additional benefit.



- I. Health, dental and vision insurance coverage shall be maintained during the period of the FMLA leave, so long as the employee continues to pay his/her premium contribution.
- J. An employee on FMLA leave must notify the Employer at least seven (7) working days prior to his/her return to work date. He/she will return to his/her former job classification. If the employee fails to return to work at the conclusion of the FMLA leave, he/she will be processed as a voluntary resignation, unless a satisfactory reason is given.
- K. Use of leave for reasons other than those for which it was approved is prohibited. Misuse of leave time will result in discipline or discharge. In the event that this Agreement contains a greater or superior benefit for the employees than the FMLA, this Agreement shall govern and supersede the FMLA, provided same are not prohibited by the FMLA.

**SECTION 10: Infant Care Leaves.**

- A. An Infant Care Leave, without pay, will be granted by the Employer upon request by the employee. Such leaves must be contiguous in time to the sick leave of the employee or the employee's spouse, and will not exceed three (3) months. Employees desiring an Infant Care Leave will notify Human Resources of the anticipated date of the leave as soon as they have information regarding the date of delivery of the infant child. Seniority will accumulate during an approved infant care leave.
- B. Any employee who legally adopts a child will be entitled, upon request and prior notification to Human Resources at the time the employee starts the process of adoption, to an adoptive Infant Care Leave which will be contiguous in time with the actual date of adoption. Such leave will not exceed three (3) months and will be granted for children six (6) years of age or less. Seniority will accumulate during an adoptive Infant Care Leave of absence. The Employer agrees to pay hospitalization premiums for full-time employees on such leave for the balance of the current month.

**ARTICLE 22  
HOURS OF WORK AND LUNCH HOURS**

**SECTION 1:** The following language in this Section applies to all non-probationary full-time and part-time employees:

Overtime (one and one half (1½) times the regular hourly rate) shall be paid for

- 1. All hours worked in excess of forty (40) hours per week;
- 2. All hours worked in excess of the hours an employee is scheduled to work in a week, if the schedule is at least thirty-five (35) hours; or
- 3. All hours worked in excess of nine (9) hours per day.
- 4. Employees assigned to work a sixth day of work in the same work week shall be paid overtime at one and one-half (1½) the employee's regular hourly rate. Employees assigned to work on a seventh day of work in the same work week shall be paid overtime at double the regular hourly rate. Such premium pay shall

not apply if the employee volunteers to work on the sixth and/or seventh day. In such case, the hours voluntarily worked shall be paid at the employee's regular hourly rate.

5. Premium and overtime pay shall not be pyramided or duplicated.

Full-time employees shall be scheduled no less than thirty-five (35) hours per week (Monday thru Saturday), except for those weeks where the credit union is closed one or more days.

Part-time employees shall be scheduled no less than twenty-one (21) hours per week (Monday thru Saturday), except for those weeks where the credit union is closed one or more days or unless otherwise mutually agreed upon between the Employer, employee, and the Union.

SECTION 2: Overtime and extra hours opportunities shall be offered first on a voluntary basis, by branch, to qualified employees in order of their seniority, high to low. In the event the Employer is unable to secure sufficient volunteers for overtime work, the least senior employees may be mandated to work the overtime, subject to the limitations obtained in this Section. No employee may be mandated to work overtime more than twice per month, except during emergency situations. Employees may be released from mandated overtime work up to two (2) times per month for good and sufficient reason, upon approval by the Employer. Employees must notify their supervisor, in writing, as soon as practicable, of the dates/times that they wish to be released from mandated overtime work under this provision.

Only hours worked, not hours earned, are used in the calculation of overtime for all employees regardless of hire date.

Earned benefit hours/days are defined as paid time off, bereavement, holidays, inclement or adverse external weather conditions (refer to Section 6 of this Article) and jury duty days.

SECTION 3: Employees with scheduled hours worked of at least four (4) hours in a workday shall receive a paid fifteen (15) minute break. Employees with scheduled hours worked of at least six (6) hours in a workday shall receive two (2) paid fifteen (15) minute breaks. In addition, employees with scheduled hours worked of at least seven (7) hours in a workday shall be provided an unpaid lunch period of at least thirty (30) minutes. Paid breaks shall be combined with an unpaid lunch period, unless otherwise mutually agreed upon by the employee and his/her supervisor.

Employees shall not start their lunch period prior to 11:30 a.m. and the last lunch period shall not be scheduled after 2:30 p.m., unless mutually agreed upon.

SECTION 4: Regular schedules will be posted 30 days in advance. When practicable, non-probationary employees will be provided one (1) working days' notice (Monday thru Friday) in advance of any change in their regular schedule.

SECTION 5: Any full-time or part-time non-probationary employee reporting to work shall be guaranteed a minimum of 3.8 hours pay.

SECTION 6: If the Employer sends employees home or directs them not to report to work due to inclement weather, or adverse external conditions over which the Employer has no

control, such as power and utility failures, mechanical breakdowns, civil disturbances or floods and other acts of God, employees shall be paid up to seven (7) hours pay per calendar year. The time lost must exceed or be equal to one (1) hour for any one occurrence to qualify for pay under this Section.

SECTION 7: Employees will be reimbursed mileage at the rate set by the IRS in the following circumstances:

- A. After an employee reports to one office of Security Credit Union for the day and is assigned or volunteers to work at another Security Credit Union office on the same day, the employee will be paid the mileage from the first work site of the day to any other work site they work within the same work day.
- B. Employees attending a training conference or seminar outside of their assigned office, including travel to any mass-transport station, will be paid mileage over and above a 15 mile radius from their assigned office, unless transportation has been provided by the Employer. If the Employer offers to provide transportation, and the employee elects alternative transportation, the Employer will pay the least amount.
- C. If any employee, when on company time, is directed to run errands or perform job-related duties outside of the offices of the credit union, they will receive round-trip mileage from their assigned office.
- D. If any employee is involuntarily assigned or scheduled to temporarily work at an office/branch outside their normally assigned office/branch, the employee will be reimbursed for any mileage in excess of the employee's usual commuting mileage, at the then effective IRS rate, unless mutually agreed otherwise. The normally assigned office/branch may be different between the regular work week and Saturdays.

SECTION 8: Employees shall be paid overtime at time and one half when required to travel from the Employer's Saginaw office to the Employer's Flint, Burton, Owosso, Grand Blanc office or from the Employer's Flint, Burton, Owosso, Grand Blanc office to the Employer's Saginaw office for mandatory meetings that are not scheduled within the employee's scheduled work day. The parties agree that the employee will not receive mileage and overtime reimbursement for such travel. The parties acknowledge that the travel time for this trip is a forty-five (45) minute drive each way or a round-trip of ninety (90) minutes.

## **ARTICLE 23 HOLIDAYS**

SECTION 1: A non-probationary full-time bargaining unit employee (except for IT) will be paid seven (7) hours holiday for each "paid holiday" (four (4) hours for a ½ holiday) provided by this Article; a non-probationary full-time IT bargaining unit employee will be paid eight (8) hours holiday for each "paid holiday" (four (4) hours for a ½ holiday); and a non-probationary part-time bargaining unit employee will be paid four (4) hours holiday pay for each "paid holiday" (two (2) hours for a ½ holiday) provided by this Article, if the employee works his/her entire shift on the last scheduled day before the "paid holiday" and his/her entire shift on the next scheduled day after the "paid holiday." If an employee does not work his/her entire shift on the last scheduled day before and/or the entire shift scheduled on the first day after the "paid holiday," s/he will not be paid for the holiday, unless the employee has provided a doctor's excuse for the absence because of the

employee's illness.

SECTION 2: The following are "paid holidays" during the term of this Agreement:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve (1/2 day)

Any other day on which the Employer elects to close all facilities to the public for a full or partial day in recognition of a federal or other recognized holiday. If an actual holiday falls on a day different that the day the holiday is observed by the employer, employees shall be paid holiday pay for the observed holiday only.

SECTION 3: In the event that bargaining unit employees are required to work during the hours the credit union is closed on a paid holiday, those employees will receive time and one-half (1½) pay for actual hours worked on that day, plus any holiday pay to which they are entitled under this Article.

**ARTICLE 24  
PAID TIME OFF**

SECTION 1: "Paid Time Off" ("PTO") is time made available to bargaining unit employees to be used to cover scheduled and unscheduled absences from work and for vacations.

A. Each bargaining unit employee's Maximum Annual PTO hours become available January 1 of every calendar year of this Agreement. Employees shall be granted PTO hours based on months (or major fraction thereof) worked per the following schedule.

<b>Years of Service</b>	<b>PTO Days (hours) Accrual per Month</b>	<b>Maximum Annual Days (hours)</b>
0 up to 3 years	1.00 (7 hours)	10 (70 hours)
3 up to 5 years	1.20 (8.4 hours)	12 (84 hours)
5 up to 10 years	1.60 (11.2 hours)	16 (112 hours)
10 up to 15 years	2.10 (14.7 hours)	21 (147 hours)
15 up to 20 years	2.60 (18.2 hours)	26 (182 hours)
20 or more	3.10 (21.7 hours)	31 (217 hours)

B. PTO hours are awarded based on the expectation that the employee will work that entire year. PTO will be prorated upon hire for the remainder of the year. If an employee severs his/her employment for any reason during the calendar year and used more PTO at the time of separation than had accrued based on months of service, in accordance with the chart above, their last paycheck will be reduced

accordingly. If at time of termination of employment, Employees have unused and accrued PTO in accordance with the above chart, they will be compensated for such PTO at their then current hourly rate.

C. Part-time employees will earn one-half the days listed above.

D. When an employee's seniority moves them to a higher PTO tier during the calendar year, their PTO days will be adjusted to reflect an accrual at the higher rate for the remaining portion the calendar year.

SECTION 2: A bargaining unit employee may carry over no more than thirty-five (35) hours of unused PTO into the next calendar year.

SECTION 3: Except as otherwise provided in this Section, PTO requests for vacations shall be granted on the basis of seniority. All PTO requests for vacations must be approved by the appropriate supervisor. Bargaining unit employees must make PTO requests for vacations for the upcoming calendar year between January 1 through January 31. Requests for five (5) or more consecutive days of PTO will be given priority, in order of seniority, over requests for less than five (5) consecutive days. Requests submitted after January 31 will be granted on a first come first serve basis.

SECTION 4: Departments/Offices with eight (8) or more employees will be allowed to schedule two (2) employees for PTO simultaneously during the PTO schedule period in January. Departments/Offices with less than eight (8) employees will be allowed to schedule one (1) employee for PTO during the PTO schedule period in January. At the discretion of the Department/Office supervisor, two (2) employees may be approved off. The balance of their PTO time will be scheduled in line with seniority for the remainder of the year.

SECTION 5: All full-time bargaining unit employees must take at least 1 week of consecutive vacation per calendar year. A full week off may be counted and compensated as 35 hours or scheduled hours PTO at the bargaining unit employee's request.

SECTION 6: PTO hours used by a bargaining unit employee will be counted and compensated based on a minimum seven (7) scheduled hours for full-time, and minimum four (4) scheduled hours for part-time. For all unscheduled time off, employees will be required to use PTO to replace all time absent from their scheduled hours, up to a maximum of eight (8) hours for full-time and five (5) hours for part time.

SECTION 7: When practicable, employees will give the Employer two (2) days' notice for cancelling PTO time of less than five (5) consecutive days, and one week's notice for cancelling PTO time of five (5) or more consecutive days.

SECTION 8: The Employer will not be required to offer a bargaining unit employee additional work hours to make up for scheduled or unscheduled time off. An employee must use PTO hours for scheduled or unscheduled time off.

## **ARTICLE 25 INSURANCE**

**SECTION 1:** The Employer agrees to provide family health, dental, and vision care coverage to non-probationary full-time employees, their current spouses, and their eligible children, upon completion of the employee's probationary period, according to the schedule below.

- A. The Employer agrees to provide family medical coverage for non-probationary full-time employees, their spouses, and their eligible children, as defined in the policy, and to pay one hundred percent (100%) of the premium of same, for all full-time employees who elect to take the (Base) Plan for the life of this contract; subject to the terms and conditions of the policy.
- B. All employees eligible to receive health insurance under this Section may, at their option, elect to be covered by the (Buy-up) Plan. Any employee who selects the (Buy-up) Plan must pay the difference in premiums between the (Buy-up) Plan and the (Base) Plan.
- C. Employee premium contributions shall be paid through payroll deduction.
- D. An Advisory Committee composed of representatives of the Employer and the Union will meet annually to review rate renewals and other insurance options intended to control healthcare costs, maximize insurance benefits, and avoid or reduce potential co-pays of both the Employer and the employees. The committee will meet within 30 days from when the Employer receives annual renewal rates; with modifications to be implemented by the annual renewal date.

If an agreement cannot be reached by the committee before renewal time, the current health insurance plan would remain in effect but the Employer's liability would be capped at fifty percent (50%) of the increase in premium, with the employee being responsible for the other fifty percent (50%).

**SECTION 2:** Non-probationary part-time employees may participate in the group health, dental, and vision care group rates at one hundred percent (100%) cost to the employee.

**SECTION 3:** No employee, spouse or dependent shall have dual coverage under an Employer plan and another plan. If an employee has an individual and/or dependent health, dental or vision coverage available through his/her spouse, then the employee must choose between staying with that program or coming under the Employer's plan. If the employee elects the Employer's plan, the employee must provide the Employer with a statement in writing from the administrator of the spouse's plan stating that the employee (and, for family coverage, the employee's spouse and/or dependents) has discontinued coverage. If an employee, spouse or dependent is unable to remove themselves from coverage under another plan, the employee shall not be eligible for coverage under an Employer medical, dental or vision insurance plan.

**SECTION 4:** Health care coverage will terminate at midnight of the day on which an employee resigns or is terminated. The Employer agrees to pay health care coverage premiums for an employee who is laid off or goes on a non-FMLA leave of absence for the current month. The employee may be eligible to continue health care coverage pursuant to COBRA rules and regulations. For employees who went on sick leave prior to the date this Agreement is executed, the Employer agrees to pay health care premiums as specified in the terms of the Agreement in effect on the date the leave began.

SECTION 5: Bargaining unit employees may participate in the Employer's Flexible Spending Account Plan if they meet the criteria set forth in the Plan document.

SECTION 6: The Employer agrees to provide each non-probationary full-time and part-time employee a life insurance policy with a benefit amount of twice the employee's annual wage or fifty thousand dollars (\$50,000), whichever is less, and to pay the premiums under the policy's terms and conditions.

SECTION 7: The Employer agrees to pay the full premium for full-time non-probationary employees, for short and long-term disability insurance, that provides sixty percent (60%) of weekly salary coverage under the terms of the policy.

## **ARTICLE 26 JURY DUTY**

SECTION 1: Bargaining unit employees will receive their normal wages when jury duty falls on one of their scheduled workdays. Subject to fulfilling the obligations in Section 2, employees will be paid the difference between jury fees received and their normal wages for the workday. "Jury fees" does not include reimbursement for mileage and parking.

SECTION 2: An employee summoned for jury duty must notify his/her supervisor as soon as practicable after learning that the employee will serve as a juror. An employee must also submit proof of both the jury summons and jury fees received to the Employer.

SECTION 3: A bargaining unit employee who is serving on jury duty and is excused by the Court will return to work if there are three (3) or more hours remaining in his/her scheduled workday.

## **ARTICLE 27 BEREAVEMENT LEAVE**

SECTION 1: A bargaining unit employee will be granted:

- A. Ten (10) working days (Monday through Friday) off with pay for an absence necessitated by the death of the employee's spouse, child, or step-child;
- B. Five (5) working days off with pay for an absence necessitated by the death of the employee's parent, brother, sister, employee's step-parent, step-brother or sister, and half-brother or sister;
- C. Three (3) working days off with pay for an absence necessitated by the death of the employee's parent of current spouse, step-parents of current spouse, grandparents, step-grandparents, grandparents of current spouse, or grandchild.
- D. Employees wishing to use bereavement leave must use such days consecutively beginning with the first working day following the death. Employees may delay the use of bereavement leave to attend a funeral with proof of the funeral provided to the Employer. Any non-consecutive use of bereavement must be approved at the discretion of the Employer.

SECTION 2: If a bargaining unit employee qualifies for bereavement leave while on vacation, the Employer will grant bereavement leave pay upon the employee's notification to the

Employer, and this leave shall be excluded from the vacation period. Mutually agreeable arrangements between the Employer and the employee shall be made to complete the Employee's vacation schedule.

SECTION 3: Upon request by the employee, bereavement leave may be extended by use of PTO or unpaid time if no PTO is available, informal leave, or formal leave as elsewhere provided, with the approval of the Employer.

SECTION 4: Full-time and Part-time employees will receive bereavement pay for their scheduled work hours during the periods defined in Section 1 of this Article.



## ARTICLE 28 WAGES

SECTION 1: The following Wage Scales shall be effective for the duration of this Agreement for all employees covered by this Agreement.

Classification	Grade
Teller	A
Financial Services Representative	B
Communication Center Representative	B
ITM Representative	B
Operations Support Clerk	C
Loss Prevention Representative	D
Card Services Specialist	D
Lending Representative	D
Real Estate Representative	D
Information Technology Specialist	D
Accounting Clerk	E

<b>2021 &amp; 2022 WAGE SCALE</b> <i>(Effective the first full pay period following ratification)</i>									
Grade	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>A</b>	\$ 15.00	\$ 15.53	\$ 16.07	\$ 16.63	\$ 17.21	\$ 17.82	\$ 18.44	\$ 19.08	\$ 19.75
<b>B</b>	\$ 16.00	\$ 16.56	\$ 17.14	\$ 17.74	\$ 18.36	\$ 19.00	\$ 19.67	\$ 20.36	\$ 21.07
<b>C</b>	\$ 16.27	\$ 16.84	\$ 17.43	\$ 18.04	\$ 18.67	\$ 19.32	\$ 20.00	\$ 20.70	\$ 21.42
<b>D</b>	\$ 17.87	\$ 18.50	\$ 19.14	\$ 19.81	\$ 20.51	\$ 21.22	\$ 21.97	\$ 22.74	\$ 23.53
<b>E</b>	\$ 18.50	\$ 19.15	\$ 19.82	\$ 20.51	\$ 21.23	\$ 21.97	\$ 22.74	\$ 23.54	\$ 24.36

<b>2023 WAGE SCALE</b> <i>(Effective January 1, 2023)</i>									
Grade	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>A</b>	\$ 15.30	\$ 15.84	\$ 16.39	\$ 16.96	\$ 17.56	\$ 18.17	\$ 18.81	\$ 19.47	\$ 20.15
<b>B</b>	\$ 16.32	\$ 16.89	\$ 17.48	\$ 18.09	\$ 18.73	\$ 19.38	\$ 20.06	\$ 20.76	\$ 21.49
<b>C</b>	\$ 16.60	\$ 17.18	\$ 17.78	\$ 18.40	\$ 19.04	\$ 19.71	\$ 20.40	\$ 21.11	\$ 21.85
<b>D</b>	\$ 18.23	\$ 18.87	\$ 19.53	\$ 20.21	\$ 20.92	\$ 21.65	\$ 22.41	\$ 23.19	\$ 24.00
<b>E</b>	\$ 18.87	\$ 19.53	\$ 20.21	\$ 20.92	\$ 21.65	\$ 22.41	\$ 23.20	\$ 24.01	\$ 24.85

<b>2024 WAGE SCALE</b> <i>(Effective January 1, 2024)</i>									
Grade	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>A</b>	\$ 15.61	\$ 16.15	\$ 16.72	\$ 17.30	\$ 17.91	\$ 18.54	\$ 19.18	\$ 19.86	\$ 20.55
<b>B</b>	\$ 16.65	\$ 17.23	\$ 17.83	\$ 18.46	\$ 19.10	\$ 19.77	\$ 20.46	\$ 21.18	\$ 21.92
<b>C</b>	\$ 16.93	\$ 17.52	\$ 18.13	\$ 18.77	\$ 19.42	\$ 20.10	\$ 20.81	\$ 21.54	\$ 22.29
<b>D</b>	\$ 18.59	\$ 19.24	\$ 19.92	\$ 20.61	\$ 21.33	\$ 22.08	\$ 22.85	\$ 23.65	\$ 24.48
<b>E</b>	\$ 19.25	\$ 19.92	\$ 20.62	\$ 21.34	\$ 22.09	\$ 22.86	\$ 23.66	\$ 24.49	\$ 25.35

Employees may be hired at any step within the applicable wage scale if qualified by previous training and experience.

SECTION 2: Wages Upon Ratification.

- A. 2021 Placement on Wage Scale. Effective the first day of the first full pay period following ratification, employees will be placed on the 2021 & 2022 Wage Scale for their Classification's grade. Employees will be placed on the step closest to their base hourly rate immediately prior to ratification that results in an increase.
1. Non-probationary employees who would realize an hourly increase of less than 1% on ratification placement will be moved to the next step on their Classification's grade.
  2. Non-probationary employees who realize an hourly pay increase of more than 1%, but less than 3% will receive a gross lump sum payment calculated by
    - i. subtracting the hourly pay increase realized by the employee's placement on the wage scale from three percent (3%) of the employee's wage rate immediately before ratification; and
    - ii. multiplying that difference by one thousand eight hundred twenty (1,820) for full-time employees **or** one thousand three hundred (1,300) for part-time employees.
- B. Red-Circled Employees. Employees who would not receive an increase in pay by moving to the new Wage Scale because their wage rate prior to ratification exceeds the top wage rate for their Classification's Grade, will have their base hourly rate increased by two percent (2%) and be "red-circled" above the Wage Scale. If, during the term of this Agreement, the top hourly rate for their Classification exceeds their "red-circled" rate, the employee will be placed on the Wage Scale for their applicable Classification and receive any subsequent increases to the Wage Scale as outlined in this Article.

SECTION 3: Step Advancement. Beginning on January 1, 2022, and during the term of this Agreement, Employees will advance to the next step on their Wage Scale on the anniversary of their hire date.

SECTION 4: Lump Sum Payments. Lump sum payments for "Eligible Employees" will be paid as outlined in this Section. Eligible Employees are those (1) who were red-circled pursuant to Section 2(B) of this Article and (2) who remain red-circled on the date of the lump sum payments in this Section.

- A. First full pay following January 1, 2023. Eligible employees will receive a gross lump sum payment equal to two percent (2%) of their base hourly rate multiplied by one thousand eight hundred twenty (1,820) for full-time employees **or** one thousand three hundred (1,300) for part-time employees.
- B. First full pay following January 1, 2024. Employees will receive a gross lump sum payment equal to two percent (2%) of their base hourly rate multiplied by one thousand eight hundred twenty (1,820) for full-time employees **or** one thousand three hundred (1,300) for part-time employees.

SECTION 5: Transfers.

A. Year 1 Transfers.

1. Transfers to a Lower Classification. For one year beginning on the first full pay period following ratification, an employee may transfer, pursuant to *Article 20 – Job Bidding/Transfers*, to an open position in a lower grade classification. If transferred, the employee will be “red circled” at the wage rate and step at the time of transfer. The employee will advance steps as outlined in Section 3 of this Article but will remain red-circled until the wage rate for the step on their new Classification’s grade is higher than their “red-circled” rate. They will then receive that Step’s higher rate, and advance step(s) on the Scale on subsequent anniversary dates.
2. Transfers to a Higher Grade. Employees who transfer to a classification with a higher grade will be placed on the applicable wage scale at the rate closest to their wage rate at the time of transfer that results in an increase.

- B. Transfers after the First Year. Employees who voluntarily transfer to a classification with a lower grade will be placed on the applicable wage scale at their same step. Employees who transfer to a classification with a higher grade will be placed on the applicable wage scale at the rate closest to their wage rate at the time of transfer that results in an increase.

SECTION 6: Employees assigned by the Employer to serve as a “Head” worker in any Pay Classification shall receive an additional one dollar (\$1.00) per hour. The Employer has the sole discretion to determine, based on merit, who will serve as a “Head” worker.

SECTION 7: Dual Classification. Employees who are employed in two (2) different classifications will be placed on the Wage Scale for their primary Classification’s grade. If the primary classification is a higher grade than their secondary classification, they will be paid their primary classification wage rate while working in either classification. If the primary classification is a lower grade than their secondary classification, they will be paid at an increased hourly rate for any shifts where a majority of the work time is in the secondary classification. The increased hourly rate will be the Step on the secondary classification’s Wage Scale that is closest to the employee’s primary rate and results in an increase.

SECTION 8: The Employer shall have the right to withhold all accrued wages and benefits of any employee suspended for the employee’s possible illegal actions which may result in monetary loss to the Employer.

- A. An employee who is subsequently discharged for such action(s) shall forfeit said wages and benefits. These wages and benefits shall be applied to the loss in order to reduce the amount of the Employer’s loss.
- B. It is understood that should there be excess wages and benefits after the Employer has been reimbursed for the loss, then the terminated employee shall receive the excess amount as soon as practicable.

## **ARTICLE 29 RETIREMENT BENEFITS**

- SECTION 1: Bargaining unit employees may participate in the Employer's 401(k) plan if they meet the criteria set forth in the Plan document. Employees shall be entitled to the coverage and benefits of such 401(k) plan after the employee's first anniversary of employment and after attaining the age of eighteen (18).
- SECTION 2: The Employer contribution to the 401(k) account will be five percent (5%).
- SECTION 3: The Employer will match up to three percent (3.0%) of a participating bargaining unit employee's contribution to his/her 401(k) account.
- SECTION 4: The Employer will, when necessary, make any changes that go into effect due to Federal law changes, with notice to the Union and the employees.
- SECTION 5: Employer contribution shall be made on pre-tax wages. Contributions are not paid on overtime, lump sum bonus payments and third-party sick leave payments.
- SECTION 6: Retiree Health Insurance. Employees who retire during the term of this Agreement and who were employed in a bargaining unit position under the OPEIU Local 393 – Flint Unit Collective Bargaining Agreement on April 23, 2021, and who were hired prior to October 31, 2012, are eligible for the retiree health insurance as outlined in this paragraph. The Employer agrees to provide medical, dental and vision coverage, with no riders, for full-time retired employees only, fifty-five (55) years old with twenty-five (25) years of service. Retired employees, who are eligible for Medicare, or any comparable form of government provided health insurance coverage under the Social Security System, shall be required to apply for Medicare and pay the cost of such coverage. The Employer shall pay \$150 per month towards the cost of that coverage. The choice of coverage must be made at or before retirement; otherwise retirement coverage is forfeited.

## **ARTICLE 30 GENERAL PROVISIONS**

- SECTION 1: In the event of an administration change in offices of the Employer, the status of all employees shall be governed by this Agreement.
- SECTION 2: This Agreement shall include any employee on any of the Leaves of Absence provided herein as of this Agreement date.
- This Agreement shall include only retired employees who have elected benefits (as outlined only in *Article 29 – Retirement Benefits*, Section 6) provided herein as of this Agreement date.
- SECTION 3: Upon the death of an employee, any earned or accrued benefits will be paid as designated on the Employee Beneficiary Form.
- SECTION 4: Employees shall keep the business of the Employer with its members strictly confidential, as required by Federal and State laws and regulations. Failure to do so will be cause for disciplinary action up to and including discharge.
- SECTION 5: Employees shall not engage directly or indirectly in any political activities relative to election of officers of the Employer.

SECTION 6: It is understood that the employees are to keep their immediate work area clean, and keep supplies in order in storage areas.

SECTION 7: Credit Union services and operations are ever changing. It is the responsibility of the Employer to train employees as changes occur. It is the responsibility of the employee to retain the information provided and apply it as necessary.

**ARTICLE 31  
NO STRIKE-NO LOCKOUT**

SECTION 1: The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike of any kind, or otherwise interfere with, or stop, totally or partially, the normal operation of the Employer's business during the term of this Agreement.

SECTION 2: The Employer will not lockout employees during the term of this Agreement.

**ARTICLE 32  
SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the Employer.

In the event of a sale, merger, or other transfer of controlling interest, the Employer shall inform the purchaser or transferee of its obligations under this Article to assume the terms and conditions of this Agreement, and further that the sale, merger, or transfer be conditioned upon this obligation. In addition, if the Union merges with another Local Union, the Union shall inform the merged Local of its obligations under this Article to assume the terms and conditions of this Agreement, and further that the merger shall be condition upon this obligation.

**ARTICLE 33  
ENTIRE AGREEMENT**

SECTION 1: This Agreement along with any letters of understanding, attachments, and/or addenda represents the entire agreement, between the Employer and the Union, and may not be modified or amended except by a written instrument signed by both parties. This Agreement supersedes all prior Letters of Understanding, Memoranda of Understanding, Letters of Agreement, and amendments.

SECTION 2: The Employer agrees not to enter into any agreements or understandings with bargaining unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

SECTION 3: In the event a portion of this Agreement is rendered invalid by state or federal law or regulation, the remaining portions unaffected by such law or regulations shall remain in full force and effect and, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

## ARTICLE 34 DURATION AND TERMINATION

This Agreement supersedes all previous Agreements between the parties. Except as otherwise provided, this Agreement is effective on ratification and remains effective until April 23, 2024. This Agreement renews for subsequent one-year periods, until a party notifies the other party, in writing, at least sixty (60) days prior to April 23, 2024, or any subsequent anniversary date. Upon that notice the parties will meet to negotiate a successor Agreement within thirty (30) days of the receipt of such notice. During negotiations for a successor Agreement, this Agreement will extend unless terminated by either party on ten (10) days written notice to the other.

### EMPLOYER SECURITY CREDIT UNION

### UNION OPEIU, LOCAL 393

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*Christopher Estes*

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Christopher Estes  
President & CEO

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*Lynda Eckstrom*

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Lynda Eckstrom  
President

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Vice President, Human Resources

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Chief Steward, Flint

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Chief Steward, Lapeer

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Heidi Schwarz  
Vice President, Accounting